

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

LINDA KABRICH, an individual,

Plaintiff,

v.

ALLSTATE PROPERTY AND
CASUALTY INSURANCE
COMPANY d/b/a ALLSTATE
INSURANCE COMPANY d/b/a
ALLSTATE NORTHWEST
PROPERTY, a foreign corporation
licensed to do business in the state of
Washington,

Defendant.

No. CV-12-3052-LRS

**ORDER RE PENDING
MOTIONS (ECF 73 AND
ECF 75)**

The history of this litigation is largely set forth in pleadings filed prior hereto. The facts relevant to TPI's Motion For Protective Order (ECF 74) and Defendant Allstate's Motion To Compel Cooperation With CR 34 Inspection And Request For Sanctions (ECF 73) are set forth in shortened form for purposes of this proceeding.

After Plaintiff's home was damaged by water in approximately December 2010 until sometime in the spring of 2012, Allstate allegedly stored Plaintiff's damaged personal property in sealed containers during the intervening time period while her home was being repaired. In the spring of 2012, Plaintiff had the personal property moved to TPI Construction (TPI) which thereafter apparently restored and inventoried the many items belonging to Plaintiff. In the fall of 2012,

ORDER - 1

1 Allstate sought to inspect the personal property at TPI but was refused entry on the
2 date its representatives were to appear. TPI and Allstate blame each other for the
3 stalemate, and the insured, who has not paid the large cleaning and storage bill
4 incurred by her, has taken no position in forcing TPI to permit the inspection other
5 than to indicate she has no objection to Allstate's having access to the property.

6 TPI, a nonparty, has requested that the court enter a protective order
7 requiring that Allstate arrange to have TPI added as a named insured on any
8 liability insurance provided by Allstate's subcontractor, Alpine Restoration; have
9 Allstate and/or Alpine Restoration agree to defend and hold TPI harmless for any
10 liability claim arising against TPI due to injury or other claims arising from
11 Allstate's inspection activities and agree to reimburse TPI at the rate of \$32.06 per
12 hour for any and all work TPI feels is necessary to place inspected personal
13 property back in storage. TPI Construction cites FRCP 26(c)(1) claiming that
14 Allstate's inspection activities may subject TPI to ". . . annoyance, embarrassment,
15 oppression, or undue burden or expense."

16 It is the Court's understanding that TPI has already been granted up to
17 \$2,500 to provide Allstate with copies of business records arising from services
18 provided by TPI to Plaintiff. Placement of the personal property with TPI was not
19 ordered or authorized by Allstate nor has Allstate indicated its willingness to pay
20 TPI for services performed. Any arrangements of TPI dealing with the property,
21 insofar as known, were made by and between Plaintiff and TPI.¹ The need for
22 reasonable inspection of the allegedly damaged goods is, according to Allstate,
23 essential to its ability to adjust the remaining claims of Plaintiff which are quite
24 large.

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27 ¹ It is suggested that TPI has not discussed the arrangements with Ms.
28 Kabrich in any meaningful way. ECF No. 84 at 3, 8.

1 Without setting limits on time needed, TPI claims that it will incur \$32.06
2 per hour to restore, seal and place inspected property back in storage. Allstate
3 claims this is an unreasonable sum for re-packing goods that have been inspected.
4 TPI cites no cases in support of its motion other than a general reference to FRCP
5 26.

6 In reviewing the submission of the parties, the court notes that an
7 insufficient showing has been made to enter a protective order in the form sought
8 by TPI Construction. When TPI Construction allegedly restored, sorted, cleaned
9 and wrapped Plaintiff's property for storage, it was certainly aware that insurance
10 claims were pending which would require adjustment and inspection of the
11 property for which damage claims were being asserted. Accordingly,

12 **IT IS ORDERED:**

13 1. TPI's Motion For Protective Order, **ECF No. 75**, is **DENIED**.

14 2. Allstate's Motion To Compel Cooperation of CR 34 Inspection, **ECF**
15 **No. 73**, is herewith **GRANTED**. The inspection and review shall go forward
16 within thirty (30) days hereof at a time agreed to by the parties (or set by the court
17 if no agreement is possible). Allstate may bring up to two (2) adjusters (or other
18 representatives of its choice) with photographic and audio capability along with
19 counsel to the inspection if it chooses. Photography and inspection activities shall
20 focus primarily on Plaintiff's personal property but Allstate shall be permitted to
21 photograph within the premises excluding where possible any photos which would
22 identify property of others. TPI shall provide an employee having knowledge of
23 Plaintiff's property present to identify Plaintiff's property, and may, at its expense,
24 if it chooses, have an additional employee or representative and counsel present
25 during the time the inspection goes forward. Allstate's representatives shall offer
26 to assist TPI employees (or representatives) in placing opened goods in a safe and
27 secure manner immediately after the inspection is completed. The inspection time
28 shall not exceed six (6) hours in length (exclusive of re-packing time) absent a

1 further court order. TPI shall not hinder or obstruct the inspection with its
2 activities on the day the inspection goes forward.

3 3. Allstate's request for sanctions and TPI's request for reimbursement in
4 advance of reasonable out-of-pocket re-packing costs are denied, without
5 prejudice. Allstate shall, insofar as reasonably possible, minimize disruption and
6 necessary re-packing work while inspecting property of plaintiff in TPI's
7 possession and/or control.

8 4. Allstate's request for a continuation of the discovery deadline and the
9 adjustment of all other relevant deadlines is granted.

10 5. A telephonic status conference shall be set for September 25, 2013, at
11 9:00 a.m. The parties shall call the Court's public conference line at
12 877-336-1828; Access Code: 3470056; Security Code: 3052 at the time scheduled
13 for the conference. Counsel shall be prepared to discuss a new trial date.

14 **DATED** this 20th day of September, 2013.

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16 *s/Lonny R. Suko*

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18 LONNY R. SUKO
19 United States District Judge
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